BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

SECTION – VI

ANNEXURES

ANNEXURES

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ANNEXURE-I

IMPORTANT: TO BE SUBMITTED IN SEPARATE SEALED COVER

Bidder's Name & Address:

TO
General Manager (Elec.), Customer Relation, BESCOM, Bengaluru

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No…… dated …….. for ……., we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) **Terms of Payment:**
Clause 28.0 of Section–III, General Conditions of Contract-GCC.

b) **Bid Security /EMD:**
Clause 16 Section –II, Instruction to Bidder-ITB.

c) **Contract Performance Guarantee.**
Clause 36.0, Section––II, Instruction to Bidder-ITB.

d) **Penalty.**
Clause 13.0 Section –III, General Conditions of Contract-GCC.

e) **Price basis**
Clause 12.0, Section–II, Instruction to Bidder-ITB.

f) **Guarantee.**
Clause 14.0 Section–III, General Conditions of Contract-GCC.

g) **Taxes and Duties:** Clause 13.0 Section–II, Instruction to Bidder-ITB.

We further confirm that any deviation to the above Clauses at SL. No. (a) to (g) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to .

Date
Place

Signature
Printed Name
Designation
Common Seal

ANNEXURE -II

PROFORMA OF BANK GUARANTEE
FOR BID SECURITY

(To be stamped in accordance with stamp Act)

The non Judicial stamp paper of Rs. 500/- should be in the name of issuing Bank.

Ref.....

Bank Guarantee No.....
Date .....

To,

Dear Sirs,

In accordance with Invitation to Bid under your Specification No.....M/s..... having its Registered/ Head Office at .....(hereinafter called the Bidder) wish to participate in the said Bid for.....and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.....Valid up to .....on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the.....Bank at ..... having our Head Office at .....(local address) Guarantee and undertake to pay immediately on demand by Bangalore Electric supply Company Limited the amount of ..... (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said `BESCOM' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ****** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this .....day of.....20 .....at.....

WITNESS:

..... .
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No
Date .....

(*******) This date shall be forty five (45) days after the last date for which the Bid is valid.

ANNEXURE- III

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref.....

Bank Guarantee No .....
Date .....

TO

Dear Sirs,

In consideration of the Bangalore Electrical supply Company Limited, (hereinafter refereed to as the BESCOM or Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of BESCOM's Letter of Award No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to ..... * .....(%) .....percent) of the said value of the Contract to the BESCOM.

We ..... (Name & Address)
having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the BESCOM, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to ..... **..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the BESCOM on the Bank shall be conclusive and binding notwithstanding any difference between the BESCOM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the BESCOM and further agrees that the Guarantee herein contained shall continue to be enforceable till the BESCOM discharges this Guarantee.

The BESCOM shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The BESCOM shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the BESCOM and the Contractor or any other course or remedy or security available to the BESCOM. The Bank shall not be released to its obligations under these presents by any exercise by the BESCOM of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the BESCOM or any other indulgences shown by the BESCOM or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the BESCOM at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the BESCOM may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
. .....	.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No .....
Date .....

NOTE:

* This Sum shall be Five percent (05%) of the Annual Contract Value.

** The date will be One Hundred Eighty (180) days after the end of Guarantee / Warranty Period as specified in the Contract.

1. The stamp papers of Rs. 500/- values shall be purchased in the name of issuing Bank.

ANNEXURE- IV

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ..... Date .....

TO

Dear Sirs,

Sub: Extension of Bank Guarantee No .....for Rs.....favouring yourselves, expiring on ..... on account of M/s.....in respect of Contract No ..... dated.....(hereinafter called original Bank Guarantee).

At the request of M/ s .....,We.....Bank, Branch Office at .....and having its Head Office at .....do hereby extend our liability under the above mentioned Guarantee No ..... Dated ..... for a further period of .....Years/Months from .....to expire on .....Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ..... dated .....shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached. I

Yours faithfully,

For .....
Manager/Agent/Accountant
Power of Attorney No .....
Dated .....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

ANNEXURE-V

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Bidder along with his Bid)

(To be executed on Non-Judicial stamp paper of Rs. 500/- value)

Ref ..... Date .....

TO

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the.....(full scope of Work).

a) Notice Inviting Tender.
b) Conditions of Contract containing Sections: 'Invitation to Bid, 'Instructions to Bidder" and "General Terms & Conditions of Contract (GCC).
c) Schedule of Requirements, Special Conditions of Contract (SCC) along with Annexure ..... to .....

2. I / We hereby submit our Bid and undertake to keep our Bid Valid for a period of One Hundred and Eighty days (180 days) from the date of techno-commercial bid opening.

I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Contract in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature

Date:

Name & Address

Signature along with Seal of Co.

.....

(Duly authorized to sign the Tender On behalf of the Contractor)

Name .....

Designation .....

Name of Co ..... (in Block Letters)

*Strike out whichever is not applicable.

ANNEXURE- VI

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of appropriate Value of Rs.500/-)

KNOW ALL MEN BY THESE PRESENTS that we .....a Company / Partnership Firm incorporated under the laws of .....and having its Registered Office/Head Office at .....(hereinafter called " Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns), do hereby irrevocably constitute, nominate, appoint and authorise Mr/Ms .....(Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____],as our true and lawful attorney (hereinafter referred to as the "Attorney" or "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for ".....as per Bid Enquiry No. ....., the Bids which have been invited by .....(Address "BESCOM"), including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information/responses to BESCOM, representing us in all matters before BESCOM, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with BESCOM in all matters in connection with or relating to or arising out of our Bid for the said Contract and/or upon award thereof to us and/or till entering into the Contract Agreement with the BESCOM.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF THE "Bidder" has executed these Presents at ....on this day Of..... ..... under the Common Seal of the Bidder company.

Specimen Signature of Attorney Holder
.....
(Name)

For and on behalf of

Common Seal of the above Bidder
Has been affixed thereunto, in the presence of.

WITNESSES:
1. Signature .....
   Name.. .....
   Designation ....
   Occupation .....

ANNEXURE-VII

IMPORTANT : TO BE UPLOADED IN E-PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION ON BIDDER's PERFORMANCE

(To be executed on Non-Judicial stamp paper of Rs. 500/- value)

Ref …… Date ……

To,
The General Manager (Customer Relation)
Corporate Office, BESCOM,
K R Circle,
Bengaluru – 560 001, Karnataka, India

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. ... of Section IB of Bid Documents relating to the Tender Enquiry No. …… for …….. (full scope of Work).

I*/We* hereby undertake to declare that

i) I*/We* have not made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii) I*/We* did not have any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

iii) I*/We* have participated in the previous Tender for the same nature of work and had not quoted unreasonably high tender prices and furnished prices were rationally justified.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions in the bid documents.

Date: Signature along with Seal of Co.

……
(Duly authorised to sign the Tender On behalf of the Bidder)
Name ……
Designation ……
Name of Co …… (in Block Letters)

*Strike out whichever is not applicable.

ANNEXURE - VIII

Proforma of Declaration on not being blacklisted or banned or debarred etc

(To be executed on Non-Judicial stamp paper of Rs. 500/- value)

Ref …….. Date: __/__/2025

To,
The General Manager (Customer Relation)
Corporate Office, BESCOM,
K R Circle,
Bengaluru – 560 001, Karnataka, India

Subject: Tender for "**Availing Services to the BESCOM Control Room located at Centre of Excellence, HSR layout, Bengaluru on turnkey basis**" – Reg.

Reference: Tender Enquiry No. : BESCOM/2025-26/SE0250

Dear Sirs,

We M/s_____ hereby declare that, with any of the State government or Central Government or PSU or Municipal agencies in India or Abroad at the time of bid submission,

(i) is not under a declaration of ineligibility for corrupt or fraudulent practices with any of the State government or Central Government or PSU or Municipal agencies in India or Abroad at the time of submission. AND

(ii) Have not been blacklisted or banned or debarred or defaulted. AND

(iii) Our Work orders have not been short closed due to non-performance or LOA is withdrawn by the owner due to inefficiency in performing or implementing assigned project in technically/financially.

Further we undertake that, If BESCOM found that the above undertaking consists of misleading information and/or suppressing of the facts, BESCOM shall reject the bid and BESCOM reserves the right for black listing including initiation of legal/criminal proceeding

Signature
Name in Block Letters
Designation
Firm Name
Date

ANNEXURE - IX

IMPORTANT : TO BE UPLOADED IN KARNATAKA PUBLIC PROCUREMENT PORTAL

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(To be executed on Non-Judicial stamp paper of Rs. 500/- value)

Ref ..... Date .....

To,
The General Manager (Customer Relation)
Corporate Office, BESCOM,
K R Circle, Bengaluru – 560 001, Karnataka, India

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated in Section IB of Bid Documents relating to the Tender Enquiry No. ..... for ..... (full scope of Work)

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of bid documents.

Date: Signature along with Seal of Co.

.....
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co ..... (in Block Letters)

***Strike out whichever is not applicable.**

Please Note : Among the above two declarations, only one which is applicable is to be declared.